

## NNM12ZPS001N - SLS ABEDRR Questions and Answers

Note: Some questions have been edited for clarity. All questions have been addressed.

**Question 148:** How should the Offeror price required Data Requirements Document (DRD) and contractual tasks that are fundamental to program execution, which are not specifically related to an engineering demonstration and/or risk reduction (EDRR)?

**Answer 148:** In accordance with Draft NRA paragraph 4.2.6.3.3, a clear explanation of cost estimating relationships for management, systems engineering, and all other such administrative costs when performing single EDRRs versus multiple EDRRs (where cost savings would occur if multiple EDRRs are selected for negotiation) is required. The Offeror shall provide ground rules and assumptions for their proposed price.

**Question 149:** Reference Draft NRA Appendix A, Paragraph 2.0, Page 2. “Non-propulsive Payload Element (NPE)” is responsible for final orbital or TLI insertion, as mentioned in page 5, paragraph 3.4. Is the Upper Stage only required for the ascent burn?

**Answer 149:** Yes, the Upper Stage is only required for the ascent burn.

**Question 150:** Reference Draft Model Contract, Section I, Page I-2, Clause I.1. FAR 52.215-21 may require submission of cost or pricing data in the event of a contract modification. The cost of requiring a Contractor to maintain such information would exceed the value of the information to NASA in a firm-fixed-price (FFP) environment. Any requirement that the Contractor provide certified cost or pricing data would be an enormous obstacle; and therefore, we recommend substituting FAR 52.215-21 with FAR 52.215-21 (Alternate IV).

**Answer 150:** No change will be included in the Final NRA. While it is not anticipated that modifications will be needed, FAR 52.215-21 is included to ensure that the Government may obtain cost and pricing data as appropriate for any modifications made after award that may affect the total FFP contract amount. Refer to Draft NRA paragraph 4.2.6.2.1.5 related to deviations or exceptions to the NRA.

**Question 151:** Reference Draft Model Contract, Attachment J-2, Page J-2-11, Sections 15.1 and 15.3. The Monthly Progress Report requires submission of an extensive amount of information about costs. This is not appropriate for a FFP contract. In addition, reporting cost information would not provide NASA with value commensurate with the cost and effort involved in tracking and reporting this information; instead it would hurt NASA's stated goal of affordability. Recommend deleting references to cost in Sections 15.1 and 15.3 of DRD No. MA-001.

**Answer 151:** In accordance with Draft NRA paragraph 4.2.6.4.2, the Offeror is allowed to propose modifications to any aspect of the Data Procurement Document (DPD), especially if value to the Government can be demonstrated. MA-001 15.3 will be revised to be commensurate with a FFP effort.

**Question 152:** Previous Question 22: answer stated the contract vehicle would “...be a firm-fixed-price contract per FAR guidelines with minimal cost and schedule reporting requirements.” Will the requirement in DRD MA-001 for “*monthly cost data ...at the lowest WBS level by labor, materials, subcontractor, and Other Direct Costs (ODC)*” be relaxed in the Final NRA since this is a FFP contract vehicle? If not, can significant relaxation be proposed in the Affordability Plan as a demonstration of the desired process and culture changes needed to deliver sustained annual cost reductions in a proposed

Advanced Booster concept?

**Answer 152:** In accordance with Draft NRA paragraph 4.2.6.4.2, the Offeror is allowed to propose modifications to any aspect of the DPD, especially if value to the Government can be demonstrated. MA-001 15.3 will be revised to be commensurate with a FFP effort.

**Question 153:** Draft NRA Paragraph 4.2.6.1.3.1 requests rough order of magnitude (ROM) costs for the Advanced Booster concept for design, demonstration, test, and evaluation (DDT&E) and production. In order to facilitate a consistent evaluation across all Offeror's concepts, please provide the associated ground rules and assumptions associated with DDT&E and production (e.g. production models and quantities, flight rate, mission manifest.)

**Answer 153:** The Offeror shall provide pertinent ground rules and assumptions used in the development of the ROM cost. The Final NRA will be clarified.

**Question 154:**

Topic: Clarification

- Reference(s):  
Summary of Solicitation, Page 11, Section 4.2.6.2.1.4 and Page 21, Section 5.1.3.2, Management Approach, Part e.
- Problem Statement:  
The requirements of the "Ground Rules and Assumptions" section (4.2.6.2.1.4) are not clear. Based on the description, this section seems to belong under either "Teaming Agreements" (4.2.6.2.1.2, with other details of government agreements) or "Facilities, Equipment, and Key Capabilities" (4.2.6.2.1.3, with other descriptions of facilities and equipment usage). Section 4.2.6.2.1.2 covers general teaming agreements and specific agreements with NASA (through SAAs), so it could cover the topics of "Government concurrence" and "approval" that are currently in 4.2.6.2.1.4. Alternatively, section 4.2.6.2.1.3 covers government facilities, equipment, and tooling and addresses availability and government points of contact, so section 4.2.6.2.1.4 seems to overlap substantially.
- Resolution / Request:  
For clarity, we suggest that NASA move the contents (and requirements) of the "Ground Rules and Assumptions" section into either 4.2.6.2.1.2 and/or 4.2.6.2.1.3, change the title of section 4.2.6.2.1.4, or reword section 4.2.6.2.1.4 to provide clearer description what NASA requires that is different from what is requested in sections 4.2.6.2.1.2 and 4.2.6.2.1.3. Also, we suggest that NASA offer a short description in the Evaluation Criteria section (5.1.3.2) about the purpose or requirements of section 4.2.6.2.1.4.

**Answer 154:** The definition of ground rules and assumptions will be clarified in the Final NRA.

**Question 155:**

Topic: Major Subcontractor Threshold

- Reference(s):  
Section 4.2.6.3, Page 12 (Volume 3 – Price) and Draft NRA Q&A Set 2, Answer 64.
- Problem Statement:  
Answer 64 of Q&A Set 2 stated, "The definition of major subcontractors will apply to the engineering demonstrations and/or risk reductions efforts proposed." (That is, by task, not by total contract value.) Based on this answer, a small EDRR task (say, \$5M value) could have subcontractors whose funded work is small (just over \$250k) but exceeds the 5% threshold to be considered major subcontractors. According to the requirements of section 4.2.6.3, all major subcontractors must submit detailed pricing volumes directly to NASA. In this scenario, it is

possible that NASA would receive many detailed price volumes from subcontractors with very small contracts (on the order of \$10k per month), including small businesses not accustomed to providing the required level of detail.

○ Resolution / Request:

In order to limit the pricing details required from small Contractors (who may qualify as “major subcontractors” on small EDRR tasks), we recommend that NASA use the total proposed contract value as the qualifier for major subcontractors rather than individual EDRR tasks.

**Answer 155:** The Final NRA will be updated to define a major subcontractor as any teammate, partner, or other subcontracted effort performing work in excess of \$5,000,000 of the total proposed effort. See Revised Answer 64.

**Question 156:** Reference DRD MA-001, Monthly Progress Reports (page J-2-11). DRD requests cost data at the lowest WBS by labor, materials, subcontractors and other direct costs (ODCs). Cost reporting is typically not seen as value-added to the Government in a FFP environment, since the Contractor is contractually committed to perform to the agreed to price, regardless of actual costs incurred. The inclusion of cost reporting requirements, particularly at this level of detail will unnecessarily drive additional cost into the contract that could otherwise be use to advance the technical objectives of this contract. Recommend updating the DRD to remove cost reporting aspects.

**Answer 156:** In accordance with Draft NRA paragraph 4.2.6.4.2, the Offeror is allowed to propose modifications to any aspect of the DPD, especially if value to the Government can be demonstrated. MA-001 15.3 will be revised to be commensurate with a FFP effort.

**Question 157:** Reference Special Provision H.16 “Advanced Agreement In Rights In Data.” The purpose of this provision is unclear, given that both FAR 52.227-14 “Rights In Data – General” and 52.227-16 “Additional Data Requirements” are also included within the model contract.

- a. If the intended purpose of H.16 paragraph (a) is to allow the Government to order any data first produced or specifically used in the performance of this contract, FAR 52.227-16 already affords the Government this right.
- b. If the intended purpose of H.16 paragraphs (c) and (d) is to require the Contractor to identify limited rights data or restricted computer software that will be required in order to fulfill data delivery requirements, we recommend inclusion of FAR 52.227-15 “Representation of Limited Rights Data and Restricted Computer Software” to fulfill this purpose.
- c. Regarding H.16 paragraph (b), it is unclear what is meant by “categories of data.” Again, FAR 52.227-14 delineates in great detail, the differences between “Limited Rights” data and “Unlimited Rights” data. Please provide examples of what additional categories of data are contemplated by paragraph (a) other than those already described within FAR 52.227-14.

General comment regarding the potential ordering additional data. FAR 52.227-16 entitles the Contractor to compensation for formal delivery of data. Since formal delivery of data under 52.227-14 requires the Contractor to make a formal contractual determination as to data rights/IP ownership of the data, a due diligence effort must be performed before these data may be delivered. These due diligence efforts are typically executed on a cost reimbursable basis, since it is difficult for the Contractor to estimate in advance, the extent of required due diligence efforts at the time the Government exercises its rights under 52.227-16. Future cost growth in this area can therefore be avoided if all data deliverables are identified and priced at the outset of the program.

**Answer 157:** The only intent of H.16 is to establish a mutual understanding with respect to data rights at

the beginning of the contract. While the Government does not disagree with the points raised in the question, the Government believes the consolidation of various aspects of FAR 52.227-14, 52.227-15, and 52.227-16 in one place (i.e. H.16) is beneficial and avoids misunderstandings related to data rights during contract performance. The term “category” was used to designate data expected to be developed under the contract that cannot be specifically identified at the beginning of the contract as a data “item.” No change will be included in the Final NRA.

**Question 158:** Reference Attachment J-10 (page 2). Section 2.2, Reduction Methodology, identifies the maximum percentage as 10. The example uses 10% to calculate the value of reduction. Part A: Can there be a lesser percentage used to calculate reductions or is 10% the default reduction rate? Part B: How will the percentage be determined? Part C: Why are reductions not subject to the Disputes clause?

**Answer 158:** Part A: Yes, the Contracting Officer has latitude to apply a lesser percentage to calculate reductions. The 10% is the maximum reduction. Part B: In accordance with the table in J-10, the percentage is based upon the number of incidents during the period and the impact of the incidents to performance. Part C: The proposed reductions encourage the Contractor to propose and meet realistic project schedules. In addition, all reductions may be re-captured.

**Question 159:** Will NASA consider reconfiguring the SLS Advanced Booster EDRR NRA to utilize only Space Act Agreements, rather than FAR based contracts/agreements?

**Answer 159:** It is anticipated that awards made through this NRA will be in the form of a FFP contract. The Final NRA is expected to be revised to include the following language: Per the NASA Guidebook for Proposers, funding mechanisms used by NASA may include grants, cooperative agreements, and contracts, and others; however, the Offeror is notified that funded Space Act Agreements are not an allowable award instrument for this NRA. NASA funding contribution will be in the form of a capped fixed amount that encompasses FAR based awards. The Offeror is notified that if an alternate contract or agreement is proposed, the Offeror shall detail any advantage that would be afforded to the Government. The Offeror shall address the risk effect of the alternate proposed contract type, or agreement, instead of the planned FFP contract. Should an Offeror propose a cooperative agreement in place of a FFP contract, all deliverables and requirements within this NRA, Attachment 1 Model Contract, shall be required during performance of the proposed cooperative agreement. The Offeror is reminded that cost sharing as proposed through a cooperative agreement with a commercial recipient is expected to contribute at least 50% of the total resources necessary to accomplish the cooperative agreement effort. Recipient contributions may be cash, non-cash (in-kind) or both.

The Offeror is notified that wherever model contract is referenced, and the Offeror intends to propose an alternate contract or agreement, the Offeror shall provide their alternate approach.

**Revised Answer 64.**

The Final NRA will be updated to define a major subcontractor as any teammate, partner, or other subcontracted effort performing work in excess of \$5,000,000 of the total proposed effort.